



LETTER AGREEMENT LA 20-42-PGE



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TOM DALZELL
BUSINESS MANAGER

August 10, 2020

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

Diablo Canyon is implementing a License Amendment which changes the Diablo Canyon emergency plan staffing such that Shift Control Technicians are no longer required for the onsite emergency plan watchbill. Because of this change, on-shift reliefs are no longer required. The purpose of this agreement is to establish a shift schedule which is needed to support the work and establishes a process for manning the shift schedule. This Letter of Agreement cancels and supersedes L/A 10-02-PGE. The Company proposes the following terms and conditions to establish a second (2nd) shift and a weekend shift in the Maintenance Department of Diablo Canyon Power Plant for the Instrumentation and Controls Maintenance (I&C) discipline.

TABLE OF CONTENTS

1.	SCOPE.....	2
2.	DEFINITIONS.....	2
3.	WORK SCHEDULE.....	2
4.	SHIFT SCHEDULE STAFFING.....	3
5.	VACANT SHIFT STAFFING.....	3
6.	SHIFT SCHEDULE POSITION SELECTION.....	4
7.	SHIFT PREMIUM.....	5
8.	OVERTIME.....	5
9.	VACATION.....	5
10.	TRAINING.....	5
11.	MAINTENANCE OUTAGE WINDOWS.....	6
12.	MISCELLANEOUS.....	7

1. SCOPE:

This agreement applies to Shift Control Technician and Relief Shift Control Technician work schedules at Diablo Canyon Power Plant (DCPP).

2. DEFINITIONS:

- CT - An employee whose job classification is Control Technician or Traveling Control Technician as defined in the Physical Agreement.
- SCT - An employee whose job classification is Shift Control Technician as defined in the Physical Agreement.
- RSCT - An employee whose job classification is Relief Shift Control Technician as defined in the Physical Agreement.
- Shift - A period of time a SCT or RSCT can be scheduled to work regular hours as described in the "Work Schedules" section of this document.
- Shift Schedule - The schedule of SCT work hours, workdays, and quarters.
- Shift Schedule Position - A position on the Shift Schedule determined by work hours, workweek, and quarter.
- Shift Schedule Position Selection List - A list of SCTs which determines the order of Shift Schedule Position Selections.
- Company Seniority - Seniority based on service as defined in section 106.3 of the Physical Agreement.
- Shift Schedule Seniority - Seniority based on current position in the Shift Schedule Position Selection List.
- SCT Process Administrator - An employee who is an IBEW Local 1245 union steward and regularly assigned to the SCT classification.

3. WORK SCHEDULES:

3.1. The following work schedules shall apply to SCTs and RSCTs at DCPP

- 3.1.a: Standard 8 Hour Schedule
- | | |
|-------------------------------------|-----------|
| (a) Day Pool Shift: Monday-Thursday | 0630-1630 |
| (b) 2nd Shift: Monday-Friday | 1600-2400 |
| (c) Weekend Shift: Tuesday-Saturday | 0800-1600 |
| (d) RSCT Shift: Monday-Friday | 0800-1600 |

- 3.1.b: Alternate 10 Hour Schedule:
- | | |
|---------------------------------------|-----------|
| (a) Day Pool Shift: Monday-Thursday | 0630-1630 |
| (b) 2nd Shift: Monday-Thursday | 1600-0200 |
| (c) Weekend Shift: Wednesday-Saturday | 0630-1630 |
| (d) RSCT Shift: Monday-Friday | 0800-1600 |

3.2. All work schedules will include one half-hour paid lunch period.

3.3. Each year, in May, SCT's shall vote to determine the SCT Work Hours schedule for the following year. A three quarters majority is required to change the SCT Work Hours schedule from the current

year Work Hours schedule to a different Work Hours schedule for the following year. The option to work a 10-hour schedule shall only be available if the majority of CTs headquartered at DCPD are working an alternate work schedule.

In the event an alternate schedule is cancelled by either the Company or the Union for the majority of TCT's and CT's headquartered at DCPD, the company shall have the option to cancel any alternate shift schedule.

4. SCHEDULED STAFFING:

4.1. Between two (2) and six (6) employees shall be assigned to the I&C 2nd shift.

4.1.a. This initial number shall be (4) and will continue to be four (4) unless changed in accordance with this Section.

4.1.b. If Management wishes to change the number assigned to 2nd Shift, they shall give notice to the SCT Process Administrator with a minimum four weeks of notice before the shift selection start date for the following Shift Selection year. The new number will be implemented in the next Shift Selection year. The new number of employees assigned will not change until the implementation of the new Shift Selection year with the new numbers unless the change is made in accordance with this Section.

4.1.c. If Management wishes to increase the number of assigned employees up to a maximum of six (6) and does not want to wait until the next Shift Selection year, they may do so only after requesting volunteers from all of the available Day Pool SCTs for each remaining quarter in the current Shift Selection year. A minimum notice time of four weeks must be given before any selection(s) takes place. If there are multiple volunteers, the selection(s) will be made based on current Shift Schedule seniority.

4.1.d. If Management wishes to decrease the number of assigned employees down to a minimum of two (2) and does not want to wait until the next Shift Selection year, they may do so only after requesting volunteers from those currently scheduled to work 2nd Shift in the remaining quarters of the current Shift Selection year. A minimum notice time of four weeks must be given before any selection(s) takes place. If there are multiple volunteers, the selection(s) will be made based on current Shift Schedule Seniority.

4.1.e. If Management does not have the required volunteers to move on or off 2nd Shift within a particular Shift Selection year, they may not force employees to change their schedule, unless necessary for safe operation of the plant. Any forced changes made will be based on lowest position within current Shift Schedule Seniority.

4.1.f. Any change in scheduled shift initiated by Management outside of the Shift Selection process made within the same Shift Selection year, voluntary or otherwise, will pay compensation for the shift change for the first four days as per 202.17 of the Physical Agreement. This does not apply to filling a vacant shift as described in Section 5 below.

4.2. Two (2) employees shall be assigned to the I&C Weekend shift.

4.3. All other SCTs are on Day Pool Shift.

4.4. There shall always be a minimum of 2 SCTs on duty during the 2nd and Weekend shifts, except during Holidays defined in Physical Agreement Section 103. Vacancies shall be filled per section 5. Any work required to be performed on these days will abide by the process defined in the Physical Agreement.

4.5. If an SCT on shift position is vacant for six or more consecutive weeks, volunteers should be requested, and the most Senior SCT from the current Shift Schedule Seniority list on Day Pool for that quarter shall be selected. If there are no volunteers, then the least senior from the current Shift Schedule Seniority list on Day Pool for that quarter may be placed into the assignment

4.6. Until the total number of SCTs headquartered at DCPD is above forty (40), no CT, TCT or equivalent classification positions shall be filled at DCPD.

4.7. Any change to the above staffing requirements that does not comply with the above shall require negotiation and a documented mutual agreement as discussed in the below Termination/Revision Section.

5. VACANT SHIFT STAFFING

5.1. Whenever a shift vacancy must be filled (per section 4.4) for any SCT on 2nd Shift or Weekend Shift the shift shall be assigned first to any available RSCT. If no RSCT is available, the shift must be filled with an SCT using the PAOT process. If no RSCT is available, and no SCT is available via the PAOT process, then a CT may be used via the PAOT process.

5.2 In the event a shift vacancy is not able to be scheduled during normal working hours, the Vacant Shift will be filled using the standard Emergency Overtime process in the same sequence of preference as described in Step 5.1.

5.3. Vacant Shifts occurring on a Holiday, may or may not be filled at Company discretion.

6. SHIFT SCHEDULE POSITION SELECTION:

The staffing of the 2nd shift and weekend shift shall be established, maintained and changed per the following steps:

- 1) Shift Schedule Positions shall be filled each year using the Shift Schedule Position Selection List.
- 2) The Shift Schedule Position Selection List shall initially be populated using the Shift Schedule Position Selection List established from the most recent Shift Schedule Position selections made under the previous Shift Agreement.
- 3) The Shift Schedule Position Selection List positions shall be rotated each year prior to shift selection for the following year by moving the first three SCTs to select Shift Schedule Positions for the current year to the end of the Shift Schedule Position Selection List for the next year. Should one or more SCT vacancies occur during the year among the three SCTs to be rotated to the end of the Shift Schedule Position Selection List for the next year, only the remaining SCTs of the original three shall be rotated.
- 4) Any newly added individuals to the Shift Schedule Position Selection List shall be placed at the end of the list, after the annual list rotation is completed as described in this section.
- 5) Anyone placed in the SCT classification at DCPD from January through May shall be placed in the Annual Shift Schedule Position Selection process in June of the current year. Anyone placed in the SCT classification at DCPD from June through December shall be placed in the Annual Shift Schedule Position Selection process in June of the following year.
- 6) A SCT shall only be required to work in a non Day Pool Shift Schedule Position after they have at least 6 months in the SCT classification. A SCT may volunteer, subject to management approval, to work in a non-Day Pool Shift Schedule Position before obtaining 6 months in the SCT classification.
- 7) Shift Schedule Position Selections for the following year shall commence on the first Tuesday of June of each year.
- 8) The SCT at the beginning of the Shift Schedule Position Selection List shall make one selection from the available Shift Schedule Positions. Once a Shift Schedule Position is selected, it is unavailable for subsequent selection. Then the next SCT on the Shift Schedule Position Selection List shall make one selection of the available Schedule Positions. When the end of the Shift Schedule Position Selection List is reached, the selections shall continue from the start of the list. The Shift Schedule Position Selection process shall iterate through the Shift Schedule Position Selection List in this manner until there are no Shift Schedule Positions available.

- 9) The first SCT on the Shift Schedule Position Selection List shall have a maximum two workdays to make their selection. The two workday time limit begins, on the regularly scheduled workday, the SCT is at work and notified it is his/her turn to make a selection. The two workday time limit ends on the following regularly scheduled workday the SCT is at work and by the end of that shift. When a Shift Schedule Position selection is made, the next SCT on the Shift Schedule Position Selection List shall have a maximum of the next two regular workdays to make a Shift Schedule Position selection. In the event a SCT does not make a Shift Schedule Position selection within the two regular workdays the SCT is at work, the SCT shall forfeit that Shift Schedule Position selection turn.
- 10) If an SCT who is on the Shift Schedule Position Selection List is going to have scheduled absence for a period of greater than 1 week during the Annual Shift Schedule Position Selection process, the SCT shall provide to the SCT Process Administrator either a list of prioritized Shift Schedule Position selections or a means of being contacted in order to select Shift Schedule Positions. In the event a SCT does not provide either of aforementioned items or is not available for contact, the SCT shall forfeit that Shift Schedule Position selection turn.
- 11) Once a Shift Schedule Position selection is made, the SCT who made the selection may change the selection until the next SCT on the Shift Schedule Position Selection List makes a selection.
- 12) Any Shift Schedule Position selection changes after the next SCT has made a selection shall be done on the next selection turn of the SCT desiring the change and shall count as a selection turn.
- 13) Any two SCTs may exchange Shift Schedule Positions upon mutual agreement between the two SCTs exchanging Shift Schedule Positions. Management shall be notified at least four weeks prior to the exchange date. In the event of such an exchange, the exchanging SCTs shall assume each other's specific position in the Schedule Position Selection List for the active quarter for purposes of filling vacant shifts. Any Shift Schedule Position exchange request less than four weeks prior to the exchange date shall require I&C Manager Approval.
- 14) The SCT Process Administrator shall manage the annual work schedule vote, and the Shift Schedule Position Selection process.

7. SHIFT PREMIUM:

All Shift premiums shall be paid as defined in Physical Agreement Title 110.

8. OVERTIME:

Sections 208.16 and 212 of the Physical Agreement and local PAOT Agreements/Restatements apply to all shifts equally.

9. VACATION:

Section 111 of the Physical Agreement applies to all shifts equally.

10. TRAINING:

2nd shift and weekend shift employees shall attend training outside their normal work hours as follows:

- 1) Employees who have been notified two (2) weeks in advance of a training start date:
 - a. If the training duration is one workday or less: the employee may opt to be assigned to a Day Pool schedule for the entire week or attend the training on overtime.
 - b. If the training duration is greater than one workday: the employee shall be assigned to a Day Pool schedule for the entire workweek.

Employees who have not been notified two (2) weeks in advance of a training start date, shall not be required to change their work schedule to attend such training on straight time. Should they choose to attend training, the previous process (10.1.a. and b.) shall be followed.

11. SPECIAL JOB/MAINTENANCE OUTAGE WINDOW (MOW) PAOT):

All shift employees who volunteer, are eligible (low hours PAOT), and are selected for a MOW, shall be assigned to one of the normal MOW crew schedules (Ex: Days 0630-1830 or Nights 1830-0630) and paid overtime outside their core hours. Shift employees will not be used to circumvent the PAOT process.

12. MISCELLANEOUS:

- 1) All SCTs are working shifts regardless of their Shift Schedule Position
- 2) If a CT classification position opening(s) occurs or is created at DCP, such position opening(s) shall be offered in order of seniority to the employees with the most Company Seniority regularly assigned to the SCT or RSCT classification. SCTs or RSCTs do not have to have a job bid in to be considered for any such vacancy.
- 3) Any SCT who works on a holiday shall be paid travel time to and from work.
- 4) Implementation of this Agreement will be in accordance with attachment 1.
- 5) The conditions of the shift schedules shall be treated as other shift schedules, and the provisions of the Physical Agreement will be in effect. Any conditions and/or terms not addressed in this agreement shall be addressed by any existing agreement between Company and the Union.

Ninety (90) days prior to the planned final shutdown of the first Unit to be shutdown, the parties agree to meet and discuss terms for a new shift agreement, taking into account the staffing levels and workload expected after shutdown. If an agreement can't be reached within 60 days after the first Unit completes its final shutdown, the Company may reduce the number of SCTs on the 2nd shift from six (6) to two (2) until negotiations are complete on a new agreement.

This proposal has been discussed with Business Representative Patrick Duffy.

If you agree, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY




By: _____
Matt Levy
Senior Director

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

August 11th, 2020

By:  _____
Tom Dalzell
Business Manager

Attachment 1 Agreement Implementation

The existing SCT and RSCT population will vote on the new SCT agreement beginning 7/27/2020 and ending 8/04/2020 at 0800. A majority of the votes received is required for ratification.

If an agreement is ratified the following implementation process will begin:

- 1) The New Agreement will be sent for signatures (Company & Union).
- 2) A new shift selection process will begin immediately for the 2021 calendar year per the terms of the new agreement. The shift selection order will remain unchanged, identical to the current shift selection order being used to select shifts for 2021.
- 3) Q3 of 2020 continues per LA 10-02 (the current SCT agreement).
- 4) Q4 of 2020:
 - a) The four SCT's currently scheduled for Mid-shift per LA 10-02, will have the option to be assigned to, either the 2nd shift (Mon-Thu 1600-0200) or a daypool shift, per the new agreement. Any scheduled vacation plans affected by this change will be addressed and accommodated by the Company. These SCT's will have the option to volunteer and work on the either dayshift or nightshift for the outage per LA 07-54.
 - b) The four SCT's currently scheduled for Swing-shift per LA 10-02, will be assigned to the 2nd shift (Mon-Thu 1600-0200), per the new agreement. Any scheduled vacation plans affected by this change will be addressed and accommodated by the Company. These SCT's will have the option to volunteer and work on the either dayshift or nightshift for the outage per LA 07-54.
 - c) SCT's currently on Day-shift Sunday-Wednesday per LA 10-02 will be assigned to the daypool shift per the new agreement. Any scheduled vacation plans affected by this change will be addressed and accommodated by the Company.
 - d) SCT's currently on Day-shift Wednesday-Saturday will remain on the same schedule, now called the weekend shift (Wed-Sat 0630-1630) per the new agreement.
 - e) SCT's currently in a relief position per LA 10-02 will be assigned to the daypool shift per the new agreement. Any scheduled vacation plans affected by this change will be addressed and accommodated by the Company.
 - f) Shift relief will be implemented per the new agreement.